

A. G. Contract No. 88-0498-TRD
ECS File: IGA-88-15
Project: I-17-1-511
Section: Thunderbird Road @ I-17

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THUNDERBIRD WEST ASSOCIATES

THIS AGREEMENT is entered into 6 December, 1988, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership ("Thunderbird").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. Thunderbird is an owner of property abutting the existing right of way of Interstate Highway 17 in the northwest quadrant of the Thunderbird Road interchange.

3. The State holds title to said right of way by virtue of those certain deeds as shown in the attached Exhibit "A"; and said deeds contain reversionary clauses which state that, in the event the right of way is at any time abandoned as a public roadway, the title to the abandoned right of way shall revert to the original grantor, his heirs, executors, administrators, successors, and assigns.

4. Thunderbird believes that by virtue of its vested ownership of fee simple title in and to the property abutting the existing right of way of Interstate Highway 17 and the conveyances hereinafter referred to in this paragraph, the reversionary rights and interests in and to the portion of the right of way to be abandoned are owned by Thunderbird. By the following Quit Claim Deeds such reversionary rights as were reserved in those deeds attached hereto as Exhibit "A" were conveyed to Thunderbird: Quit Claim Deed, dated August 10, 1988, from Florence Margaret Delph, wife of Edwin K. Delph, dealing with her sole and separate property; Quit Claim Deed, dated August 10, 1988, from Jeanne J. Jones, formerly Jeanne Marie Zellmer, dealing with her sole and separate property; Quit Claim Deed, dated August 10, 1988, from The Valley National Bank of Arizona, as Trustee of Trust B, under the Last Will and Testament of John M. Jacobs, Deceased; Quit Claim Deed, dated

August 20, 1988, from John Clayton Orth, dealing with his sole and separate property; and Quit Claim Deed, dated August 24, 1988, from Susan Inez Orth, dealing with her sole and separate property. The attached Exhibit "B" provides copies of the foregoing Quit Claim Deeds.

5. In order to maximize the potential uses of its property, Thunderbird desires that the State modify the northwest quadrant of the Thunderbird Road interchange with the result that portions of the existing Interstate Highway 17 right of way as illustrated on the attached Exhibit "C" will be abandoned. The State desires modification of the interchange to facilitate traffic flow at this intersection and to provide a facility which is consistent with its urban design criteria.

6. Proposed modifications to the interchange (hereinafter referred to as the "Project") include, but are not limited to, realignment of the southbound Interstate Highway 17 frontage road to a location adjacent to the existing southbound off ramp, addition of left and right turn bays at the intersection of the relocated frontage road and ramps with Thunderbird Road, addition of a right turn bay on westbound Thunderbird Road east of its intersection with the existing frontage road, construction of a new entrance to Thunderbird's property at the existing intersection of the frontage road with Thunderbird Road, and construction of a new raised median with left turn bay on eastbound Thunderbird Road just west of the property entrance. This description of the proposed modifications to the interchange is not to be considered as a comprehensive description; however, the design plans developed for this Project shall be considered as the primary source for a detailed description of the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. Thunderbird shall, at its own cost, prepare all engineering reports required for the Project, including the change of access report, design concept report, and environmental report, and shall furnish these reports at no cost to the State.

2. Thunderbird shall, at its own cost and according to the State's 1987 Standard Specifications for Road and Bridge Construction and 1986 Construction Drawings (C-Series), prepare all construction plans and cost estimates for the Project, including all utility plans, roadway geometrics, intersection geometrics, drainage design details, earthwork computations, and traffic control plan, and shall furnish these plans at no cost to the State.

a. The State shall, at its own cost, provide Thunderbird with all field survey data (elevation and centerline controls) and as-built plans that are pertinent to the design of the proposed improvements.

b. The State shall, at its own cost, be responsible for reviewing the construction plans; preparing any special contract requirements of the Project; securing Federal Highway Administration concurrence of the Project design; and bidding, awarding and administering the construction contract.

3. Prior to advertisement of the construction contract, the State shall, at its own cost, secure ownership data and any approvals from adjacent property owners required by the State to carry out the proposed Project, including, but not limited to, securing construction easements from the owner of the apartment complex to the north of the Thunderbird property.

4. Thunderbird and the State shall exercise their best efforts to ready the Project for bid advertisement on or before February 28, 1989.

5. Following execution of this Agreement, an escrow agreement, in form and content acceptable to the State and to Thunderbird, for the purpose of implementing certain provisions of this Agreement shall be entered into between the State and Thunderbird pursuant to which an escrow (the "Escrow") shall be established with Title USA Company of Arizona ("Title USA"), located at 2813 East Camelback Road, Suite 425, Phoenix, Arizona 85016, as escrow agent. An executed counterpart copy of this Agreement shall be deposited into the Escrow, together with a fully executed and acknowledged Quitclaim Deed, substantially in the form and content of Exhibit "D" annexed hereto and incorporated herein by this reference. Consistent with the terms and conditions set forth in paragraph 9 of this Scope of Work, upon completion (or substantial completion) of the construction of the Project, the State shall deposit into the subject Escrow the duly adopted Resolution of Abandonment. If design requirements cause a change in the legal description of the property which is the subject matter of the aforementioned Quitclaim Deed, then and in such event, before the close of the Escrow, the State shall deposit in the Escrow a substitute Quitclaim Deed properly describing the designated area to be abandoned and Title USA shall return to the State the Quitclaim Deed originally placed in the Escrow.

6. Thunderbird shall be responsible for securing,* at no cost to the State, a commitment from Title USA for the issuance to Thunderbird, at the close of the Escrow, either an extended coverage owner's policy of title insurance or a standard coverage owner's policy of title insurance (as shall be elected by Thunderbird) in the amount of \$500,000 insuring Thunderbird as owner of fee simple title to the area to be

abandoned by the State, subject only such matters as may, in its discretion, be acceptable to Thunderbird. Thunderbird shall be responsible for obtaining any survey which may be required in connection with the issuance of such policy of title insurance and shall pay all costs and expenses required to be paid in connection with the issuance of such title insurance policy (the "Title Policy") including but without limitation, the premium for the Title Policy.

7. Prior to advertisement of the construction contract by the State, Thunderbird shall deposit, or cause to be deposited, in the Escrow, the sum of \$500,000 (hereinafter referred to as the "Thunderbird Deposit") as its full share of the actual construction and construction administration costs of the Project.

a. The Thunderbird Deposit shall be deposited by the Escrow Agent in an insured, interest-bearing account at First Interstate Bank of Arizona, N.A. and all interest to accrue on such account shall accrue in favor of Thunderbird.

b. After the advertisement for bids and prior to the awarding of the construction contract, the State shall submit to Escrow Agent an initial request and subsequent periodic requests for the disbursement of moneys from the Thunderbird Deposit. The Escrow Agent shall, upon receipt of authorization from Thunderbird, disburse the initial payment of \$100,000 to the State and thereafter, upon receipt of written confirmation from the State that the work provided for in the construction contract is progressing in accordance with the terms and conditions of the construction contract awarded by the State for the Project, progress payments of not to exceed \$100,000 shall be disbursed to the State. Each disbursement from the Thunderbird Deposit will be made at approximate 30-day intervals; however, the final payment, of at least \$100,000 (making the total disbursements of \$500,000), is to be disbursed only at such time as the Escrow is closed, the Resolution of Abandonment and Quitclaim Deed are recorded in the office of the Recorder of Maricopa County, Arizona.

c. The State shall bear all construction costs, including, but without limitation, the cost of construction change orders, delays or claims for the extra compensation, if any, by the contractor, that are in excess of \$500,000.

d. Upon completion of construction and the resolution of all claims, if any, by the contractor, the State shall refund to Thunderbird any moneys disbursed to the State but not used on the Project.

8. During construction of the Project, Thunderbird shall require its design consultant to provide post-design services as identified in the attached Exhibit "E." All costs associated with post-design services shall be borne by Thunderbird.

9. Upon completion of construction of the Project, the State shall immediately proceed to abandon the designated area of the right of way. The State and Thunderbird agree that as design details of the Project are developed, the designated area, as described in Exhibit "F" attached hereto, may require minor adjustments in order to satisfy fully the specific design requirements for the Project; however, the area illustrated on the roadway design plans used in the advertisement for bids shall be the designated area that will be abandoned upon completion of the construction. It is further agreed and understood that should unforeseen field conditions require a change in the designated area, Thunderbird and the State shall then mutually agree to the adjustment in the size of the designated area. As soon as possible following completion of the construction, the State, acting through its Transportation Board, shall adopt a Resolution of Abandonment which will accomplish the abandonment of the designated area determined by the District Engineer as no longer being required for public road purposes. Upon the adoption of such Resolution Of Abandonment, the State shall deliver, to the Escrow Agent, the original Resolution, together with instructions authorizing and directing the Escrow Agent to close the Escrow by recording the Resolution, the Quitclaim Deed referred to in paragraph 5 above under the heading "Scope of Work" and by disbursing to the State the final payment from the Thunderbird Deposit.

X 10. The State shall retain jurisdiction, control and maintenance responsibility of the modified interchange within State highway rights of way, as established by virtue of the aforementioned Resolution of Abandonment.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in full force and effect until completion of the Project; provided, however, that this Agreement may be cancelled and terminated by either party at any time prior to the advertisement by the State of the construction contract, upon at least 30 days written notice to the other party and to the Escrow Agent. Should either party exercise such right of termination, the Thunderbird Deposit, together with all interest earned thereon, shall immediately be disbursed by the Escrow Agent to Thunderbird or its designee, the Quitclaim Deed deposited in the Escrow by the State shall be returned to the State, and neither party shall have any further liability or obligation.

2. This agreement shall become effective upon execution by all parties.

By CHARLES C. PUGH, III
A General Partner

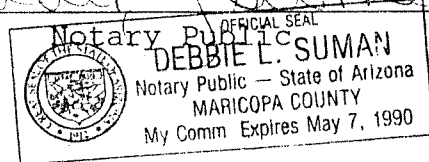
A C K N O W L E D G E M E N T S

State of ARIZONA)
) ss.
 County of Maricopa)

This instrument was acknowledged before me, the undersigned Notary Public, this 30th day of November, 19 88, by CALVIN C. HAHN, General Partner on behalf of THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership.

My Commission Expires: 5-7-90

Debbie L. Suman



State of ARIZONA)
) ss.
 County of Maricopa)

This instrument was acknowledged before me, the undersigned Notary Public, this 2 day of January, 19 88, by CHARLES C. HAHN III, General Partner on behalf of THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership

My Commission Expires: 12-11-90

Debbie L. Suman

Notary Public

State of ARIZONA)
) ss.
 County of Maricopa)

This instrument was acknowledged before me, the undersigned Notary Public, this 2 day of January, 19 88, by DONNA L. HAHN, General Partner on behalf of THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership.

My Commission Expires: 12-11-90

Debbie L. Suman

Notary Public

A C K N O W L E D G E M E N T S

State of Arizona)
 County of Maricopa) ss.

This instrument was acknowledged before me, the undersigned Notary Public, this 6th day of December, 19 88.

by Gary K. Robinson, Chief Deputy State Engineer
Arizona Department of Transportation

My Commission Expires: 9-25-88 Eleanor Jane Gibbs
 Notary Public

State of Arizona)
 County of Maricopa) ss.

This instrument was acknowledged before me, the undersigned Notary Public, this 6 day of December, 19 88.

by Charles L. Miller, Director

My Commission Expires April 23, 1992

My Commission Expires: _____ Mary Sue Anderson
 Notary Public

State of _____)
 County of _____) ss.

This instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 19 _____,
 by _____

My Commission Expires: _____
 Notary Public

A. G. Contract No. 88-0498-TRD
ESS File : IGA-88-15
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R E S O L U T I O N

BE IT RESOLVED on this 6th day of December, 1988,
that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF
TRANSPORTATION, have determined that it is in the best interest of the
State of Arizona, that the DEPARTMENT OF TRANSPORTATION, acting by and
through the Highways Division, enter into an Agreement with Thunderbird
West Associates, an Arizona General Partnership, for the construction of
a modification of the northwest quadrant of the Thunderbird Road
Interchange on Interstate Highway 17.

THEREFORE, authorization is hereby given to draft said Agreement which,
upon completion, shall be submitted for approval and execution by the
Chief Deputy State Engineer.

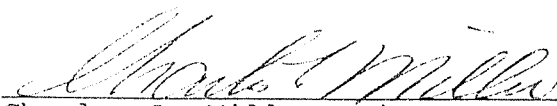

Charles L. Miller, Director
Arizona Department of Transportation

EXHIBIT "A"

ITEM 1 - Quit Claim Deed from Jacobs to State of Arizona
recorded in Docket 5293, Page 230 - 231, Maricopa
County Records.

ITEM 2 - Deed from Jacobs to State of Arizona recorded in
Docket 4476, Page 491 - 499, Maricopa County Records.

UN15211 230

Project I-17-1(1)9
Parcel No. B-32-1

Q U I T C L A I M D E E D

KNOW ALL MEN BY THESE PRESENTS:

THAT, JOHN M. JACOBS, husband of Martha T. Jacobs,
dealing with his sole and separate property, and JOHN M.
JACOBS, Trustee under the Last Will and Testament of HELEN
S. JACOBS, Deceased, GRANTOR herein, for and in consideration
of the sum of TEN DOLLARS (\$10.00) and other valuable con-
siderations to him in hand paid by THE STATE OF ARIZONA,
acting by and through its HIGHWAY COMMISSION, GRANTEE
herein, the receipt whereof by Grantor is hereby confessed
and acknowledged, has remised, released, and quit claimed,
and by these presents does remise, release, and quit claim
unto said Grantee for highway purposes, that certain real
property situate in the County of Maricopa, State of
Arizona, and more particularly described as follows,
to-wit:

The South 65 feet of the West 950.46
feet of the East 1010 feet of the
Southeast quarter (SE $\frac{1}{4}$) of Section 11,
Township 3 North, Range 2 East; Gila
and Salt River Meridian.

TO HAVE AND TO HOLD the said above described
property, together with all and singular the rights and
appurtenances thereto in anywise belonging unto said Grantee,
provided, however, that in the event that said property shall
at any time be abandoned as a public road or highway, the
title to said property shall revert to said Grantor, his
heirs, executors, administrators, successors and assigns.

EXHIBIT "A"
Page 2 of 11
IGA-88-15

D E E D

KNOW ALL MEN BY THESE PRESENTS:

THAT, JOHN M. JACOBS, husband of Martha T. Jacobs, dealing with his sole and separate property, and JOHN M. JACOBS, Trustee under the Last Will and Testament of HELEN S. JACOBS, Deceased, GRANTOR herein, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations to him in hand paid by THE STATE OF ARIZONA, acting by and through its HIGHWAY COMMISSION, GRANTEE herein, the receipt whereof by Grantor is hereby confessed and acknowledged, has granted and conveyed, and by these presents does grant and convey, unto said Grantee for highway purposes that certain real property, situate in the County of Maricopa, State of Arizona, and more particularly described as follows, to-wit:

PARCEL NO. 1:

That part of the East half of the East half (E½E½) of Section Twenty-six (26), Township Three (3) North, Range Two (2) East, Gila and Salt River Base and Meridian, more particularly described as follows, to-wit:

Beginning at the Northeast corner of Section 26; thence S 89° 58' 05" W along the North line of said section 26, a distance of 948 feet, to a point on the West right of way line of the relocated Phoenix-Cordes Jct. Interstate Highway; thence S 0° 01' 55" E along said west right of way line, a distance of 40 feet to a point, 40 feet southerly of and right angles to said north line of section 26; thence S 86° 58' 48" E continuing along said west right of way line, a distance of 657.41 feet to a point, 75.28 feet southerly of said north section line; thence S 4° 58' 14" E continuing along said west right of way line, a distance of 1128.17 feet to a point, 94 feet westerly of and right angles to the Southbound center line of said highway at Highway Engineer's Station P.O.T. 417+48.08; thence S 0° 16' 25" W continuing along said west right of way line, 94 feet westerly of and parallel to said southbound highway center line, a distance of 1241.80 feet to a point, 94 feet westerly of and right angles to said southbound highway center line, at Highway Engineer's Station P.T. 595+62.53 SB; thence S 2° 28' 00" W continuing along said west right of way line.

distance of 1005.56 feet to a point, 108 feet westerly of and right angles to said southbound highway center line at Highway Engineer's Station P.O. 585+52.53 SB; thence S 3° 32' 36" W continuing along said west right of way line, a distance of 463.71 feet, to a point on the North right of way line of the Arizona Canal; thence N 78° 09' 45" E along said north canal right of way line, a distance of 256.26 feet, to a point on the East line of the aforesaid section 26; thence N 0° 16' 25" E along said east section line, a distance of 2047.61 feet to Highway Engineer's Station EQUATION P.T. 601+99.51 N.B. BK- P.O.T. 411+39.82 N.B. AHD; thence N 0° 16' 45" E continuing along said east section line, a distance of 1808.26 feet to the point of beginning.

EXCEPT the North 33 feet and the East 60 feet of said property

PARCEL NO. 2:

That part of the West half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirteen (13), Township Three (3) North, Range Two (2) East, Gila and Salt River Base and Meridian, more particularly described as follows, to-wit:

Beginning at the Northwest corner of said section 13, said point being on the existing center line of the existing Phoenix-Cordes Jct. Highway at Highway Engineer's Station P.I. 534+49.80; thence S 0° 35' 45" W along the West line of said section 13, coincident with said existing highway center line, a distance of 2624.22 feet to the West 1/4 corner of said section 13 at Highway Engineer's Station P.O.T. 508+25.58; thence N 89° 34' 33" E along the East-West Mid-Section line of said section 13, a distance of 92.01 feet to a point on the east right of way line of said relocated interstate highway; thence N 0° 35' 45" E along said east interstate highway right of way line, 1372.78 feet to a point 9 feet easterly of and right angles to said existing highway center line at Highway Engineer's Station P.O.T. 522+00; thence N 18° 48' 05" E 473.71 feet to a point, 240 feet easterly of and right angles to said existing highway center line at Highway Engineer's Station P.O.T. 526+50; thence N 36° 20' 59" E 616.12 feet to a point 600 feet easterly of and right angles to said existing highway center line at Highway Engineer's Station P.O.T. 531+50; thence N 60° 32' 21" E 351.17 feet; thence N 1° 03' 37" W, 152.23 feet to a point on the North line of said section 13; thence S 89° 40' 35" W along said north line of section 13, 900 feet to the point of beginning.

EXCEPT the West 60 feet of said property.

PARCEL NO. 3:

That part of the West half of the Southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twelve (12), Township Three (3) North, Range Two (2) East, Gila and Salt River Base and Meridian, more particularly described as follows:

Beginning at the West Quarter corner of Section 12, said point being on the existing center line of the existing Phoenix-Cordes Jct. Highway at Highway Engineer's Station P.O.T. 560+74.40; thence S 0° 20' 45" W along said west section line, coincident with said existing highway center line, a distance of 2624.60 feet, to the Southwest corner of said section at Highway Engineer's Station P.I. 534+49.80; thence N 88° 40' 35" E along the South line of said section, a distance of 900 feet, to a point on the East right of way line of the relocated Phoenix-Cordes Jct. Interstate Highway; thence N 1° 19' 25" W along said east right of way line, a distance of 65 feet to a point, 65 feet northerly of and right angles to said south section line; thence S 88° 40' 35" W continuing along said east right of way line, 65 feet northerly of and parallel to said south section line, a distance of 200 feet to a point; thence N 36° 01' 29" W continuing along said east right of way line, a distance of 763.58 feet to a point, 245 feet easterly of and right angles to the aforesaid existing highway center line at Highway Engineer's Station P.O.T. 541+50; thence N 18° 25' 50" W continuing along said east right of way line, a distance of 475.34 feet to a point, 92 feet easterly of and right angles to said existing highway center line at Highway Engineer's Station P.O.T. 546+00.04; thence N 0° 20' 45" E continuing along said east right of way line, 92 feet easterly of and parallel to said existing highway center line, a distance of 1476.07 feet to a point on the North line of the SW $\frac{1}{4}$ of said section 12, 92.02 feet easterly of said existing highway center line at Highway Engineer's Station P.O.T. 560+74.40; thence S 89° 16' 45" W (Hwy.) along said north line, a distance of 92.02 feet, to the point of beginning.

EXCEPT the West 60 feet of said property.

PARCEL NO. 4:

That part of the East half of the Southeast quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Eleven (11), Township Three (3) North, Range Two (2) East, Gila and Salt River Base and Meridian, more particularly described as follows, to-wit:

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Beginning at the Southeast corner of Section 11, said point being on the existing center line of the existing Phoenix-Cordes Jct. Highway at Highway Engineer's Station P.I. 534+49.80; thence N 0° 20' 45" E along the East line of said section 11, coincident with said existing highway center line, a distance of 2624.60 feet, to the East Quarter corner of said section 11 at Highway Engineer's Station P.O.T. 560+74.40; thence N 89° 59' 46" W (lby.) along the East-West Mid-Section line of said section 11, a distance of 188 feet, to a point on the West right of way line of the relocated Phoenix-Cordes Jct. Interstate Highway, 188 feet westerly of the aforesaid existing highway center line; thence S 0° 20' 45" W along said west right of way line, 188 feet westerly of and parallel to said existing highway center line, a distance of 1173.28 feet to a point, 188 feet westerly of and right angles to said existing highway center line at Highway Engineer's Station P.O.T. 549+00; thence S 8° 30' 09" W continuing along said West right of way line, a distance of 1212.263 feet to a point, 360 feet westerly of and right angles to said existing highway center line at Highway Engineer's Station P.O.T. 537+00; thence S 48° 42' 44" W continuing along said west right of way line, a distance of 120.415 feet to a point, 450 feet westerly of and right angles to said existing highway center line at Highway Engineer's Station P.O.T. 536+20; thence S 89° 53' 38" W continuing along said west right of way line, a distance of 561.23 feet to a point, 173 feet northerly of the South line of the aforesaid section 11; thence S 0° 03' 49" E continuing along said west right of way line, a distance of 173 feet, to a point on said south section line; thence N 89° 56' 11" E along said south section line, a distance of 1010 feet, to the point of beginning

EXCEPT the East 60 feet and the South 65 feet of said property

together with said Grantor's right of access to the controlled access highway to be constructed by Grantee on said property hereinbefore described, said Grantor, however, hereby reserving unto himself, his successors and assigns, the right to enter upon any outer service ways or roads adjacent to said controlled access highway from any lands adjacent to said outer service ways or roads and belonging to said Grantor.

TO HAVE AND TO HOLD the said above described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, except as herein

provided; provided, however, that in the event that said property shall at any time be abandoned as a public road or highway, the title to said property shall revert to said Grantor, his heirs, executors, administrators, successors and assigns, and said Grantor hereby binds himself, his heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the said property hereby conveyed unto said Grantee against every person whomsoever lawfully claiming or to claim the same, SUBJECT TO:

(Recording data refers to the records of the County Recorder of the County of Maricopa, State of Arizona.)

1. Liabilities and obligations imposed upon said property by reason of the inclusion thereof within the Verde River Irrigation and Power District, a municipal corporation.
2. 1963 taxes, and taxes for all years subsequent thereto.
3. Rights of way for canals, laterals and ditches.
4. The lien retained by the United States of America, to secure payment of all charges in connection with the Reclamation Project of the area of which said land, or a portion thereof, is a part, as set forth in the Patent of such land. (That portion of Parcel No. 1 lying within Farm Unit "A" of said Section 26)
5. Roadway as shown on map recorded in Book 2 of Road Maps, page 5 over the:
West 33 feet of Section 13 (Parcel 2)
West 33 feet of Section 12 (Parcel 3)
East 33 feet of Section 11 (Parcel 4)
East 33 feet of Section 26 (Parcel 1).
6. Roadway as shown on map recorded in Book 5 of Road Maps, pages 1 and 21, over the North 33 feet of Section 26. (Parcel 1)
7. Easement for highway as granted to State of Arizona by instrument recorded in Book 554 of Deeds, page 529, over the:
East 60 feet of Section 26 (Parcel 1)
West 60 feet of Section 13 (Parcel 2)
West 60 feet of Section 12 (Parcel 3)
East 60 feet of Section 11 (Parcel 4)
8. Easement for telephone and telegraph lines and rights incident thereto as granted to the Mountain States Telephone and Telegraph Company by instrument recorded in Book 40 of Miscellaneous, page 242 over the North 15 feet of the Southeast quarter of Section 26. (Parcel 1)

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9. Easement for electric lines and poles, and rights incident thereto as granted to Central Arizona Light and Power Company by instrument recorded in Book 61 of Miscellaneous, page 3, over the following described line: Beginning at a point on the East line of the Northeast quarter of Section 26, approximately 29 feet South of the Northeast corner thereof; thence westerly along a line parallel to and approximately 29 feet South of the North line to the West boundary line of said Northeast quarter of Section 26. (Parcel 1)

10. Easement for water and/or sewer lines and rights incident thereto, as granted to Deer Valley Utilities, Inc., an Arizona corporation, by instrument recorded in Docket 2392, page 486, over the following described center lines:

- (1) Beginning at a point on the West boundary line of the right of way line of Black Canyon Highway which is 1290.00 feet South and 60 feet West of the Northeast corner of Section 26; thence West a distance of 148 feet to a point (Parcel 1); and
- (2) Beginning at a point on the East boundary line of the Black Canyon Highway, which is 25 feet North and 60 feet East of the Southwest corner of the Northwest quarter of Section 13; thence East a distance of 35 feet to a point (Parcel 2).

11. Easement for water and sewer lines, and rights incident thereto, as granted to Deer Valley Utilities, Inc., an Arizona corporation, by instrument recorded in Docket 2654, page 325, within 10 feet of the following described center lines:

- (1) 70 feet West of the East line;
- (2) 40 feet South of the North line of the Northeast quarter of the Northeast quarter;
- (3) 30 feet North of the South line of the Southeast quarter of the Northeast quarter;
- (4) 30 feet South of the North line of the Northeast quarter of the Southeast quarter;
- (5) 10 feet North of, measured perpendicular to, the North right of way line of the Arizona Canal.
(All in Section 26, Parcel 1)
- (6) 70 feet East of the West line;
- (7) 40 feet South of the North line
- (8) 30 feet North of the South line
(of the Northeast quarter of Section 13, Parcel 2)
- (9) 70 feet East of the West line;
- (10) 30 feet South of the North line;
- (11) 40 feet North of the South line;
(of the Southwest quarter of Section 12, Parcel 3)
- (12) 70 feet West of the East line;
- (13) 30 feet South of the North line;
- (14) 40 feet North of the South line
(of the Southeast quarter of Section 11, Parcel 4)

12. Easement for water and/or sewer lines, and rights incident thereto, as granted to Deer Valley Utilities, Inc., an Arizona corporation, by instrument recorded in Docket 3161, page 404, over the following described center line: Beginning at a point on the West line of the Northeast quarter of Section 26, which is 20 feet North of the Southwest corner of the North half of the Northeast quarter of said Section 26; thence East and parallel with the South line of the said North half of the Northeast quarter to a point which is 20 feet North and 208 feet West of the Southeast corner of said North half of the Northeast quarter. (Parcel 1)

13. Easement for electric lines and poles, and rights incident thereto, as granted to Arizona Public Service Company by instrument recorded in Docket 4278, page 354, over the North half of the Southeast quarter, EXCEPT the East 60 feet thereof; and the South half of the South half of Section 26, lying North of the North right of way line of Section 26 along the following described line: Beginning at a point on the East boundary line of the North half of the Southeast quarter, said point being approximately 5 feet North of the North right of way line of the Arizona Canal; thence South 77 degrees 50 minutes West, a distance of approximately 1444 feet; thence South 83 degrees 17 minutes West, a distance of approximately 427.9 feet; thence South 88 degrees 49 minutes West, a distance of approximately 1426 feet; thence North 79 degrees 56 minutes West a distance of approximately 427 feet; thence North 68 degrees 51 minutes West to a point on the North boundary of the Southwest quarter of the Southwest quarter of Section 26, lying North of the North right of way line of the Arizona Canal. The center line of the above described easement being parallel to and approximately 5 feet North of the North right of way line of the Arizona Canal, Together with the right to downguy at the angle points.

14. Easement for telephone and telegraph lines, poles, side downguys and anchors, and rights incident thereto, as granted to The Mountain States Telephone and Telegraph Company by instrument recorded in Docket 2483, page 574, over the South 20 feet of the Southwest quarter of Section 12 and the North 32 feet of the Northwest quarter of Section 13, except that portion dedicated to roads; as shown on drawing attached to and made part of said instrument. (Parcels 2 and 3)

15. Any portion of Sections 12 and 13 lying within that certain Easement for water and sewer lines, and rights incident thereto, as granted to Deer Valley Utilities, Inc., an Arizona corporation, by instrument recorded in Docket 2539, page 350, within 10 feet of the following described center line: Commencing at the Northwest corner of said Section 13; thence along the West line of said Section 13 and South 0 degrees 35 minutes 45 seconds West a distance of 1287.65 feet; thence at right angles from said West line and South 89 degrees 24 minutes 15 seconds East a distance of 102.00 feet to the true point of beginning; thence parallel with said West line of said Section 13 and North 0 degrees 35 minutes 45 seconds East a distance of 34.56 feet; thence North 18 degrees 48 minutes 05 seconds East a distance of 472.18 feet; thence North 36 degrees 20 minutes 59 seconds East a distance of 612.49 feet; thence North 60 degrees 34 minutes 30 seconds East, a distance of 677.58 feet to a point on the North line of said Section 13 which is North 88 degrees 56 minutes 23 seconds East 1194.45 feet from the Northwest corner of said Section 13; thence North 60 degrees 34 minutes 30 seconds East a distance of 105.22 feet to a point; thence parallel with the South line of said Section 12 and North 88 degrees 56 minutes 23 seconds East a distance of 1353.32 feet to the East line of the Southwest quarter of said Section 12. (Parcels 3 and 2)

16. Easement for sewer trunk line, and rights incident thereto, as granted to City of Phoenix by instrument recorded in Docket 4265, page 333, over the South 20 feet of the Southwest quarter of the Northwest quarter of Section 13, Except any portion thereof lying within the right of way of the Phoenix-Rock Springs Highway (Black Canyon Highway). (Parcel 2)

17. Easement for electric lines and poles, and rights incident thereto as granted to Central Arizona Light and Power Company by instrument recorded in Book 67 of Miscellaneous, page 371, over the Southwest

quarter of Section 12, along the following described line; Beginning at a point 33 feet East of the West boundary line and approximately 4 feet South of the North boundary line; thence Easterly on a line parallel to and approximately 4 feet South of said North boundary line to a point on the East boundary line. (Parcel 3)

18. Easement for gas mains, and rights incident thereto, as granted to Arizona Public Service Company by instrument recorded in Docket 2925, page 491, over the Southwest quarter of Section 12, EXCEPT the West 60 feet thereof; along the following described line; Beginning at a point on the North line approximately 56 feet East of the West line; thence Southerly on a line parallel to and approximately 56 feet East of the said West line a distance of approximately 1357 feet; thence Westerly on a line parallel to and approximately 1357 feet South of the said North line to a point on the West line; ALSO Beginning at a point on the said West line approximately 22 feet South of the said North line; thence Easterly on a line parallel to and approximately 22 feet South of the said North line a distance of approximately 56 feet. (parcel 3)

19. Roadway as reserved in instrument recorded in Book 362 of Deeds, page 428, over the East 33 feet of the Northeast quarter of the Southeast quarter of Section 11. (Parcel 4)

20. Reservations and restrictions, as set forth in Patent dated August 11, 1937, recorded September 4, 1937 in Book 314 of Deeds, page 72, including "reserving unto the United States, its permittee or licensee, the right to enter, occupy and use any part or all of the Southeast quarter of the Southeast quarter of Section 11, lying within 20 feet of the center line of the transmission line right of way of the Pacific Gas and Electric Company for the purposes provided in the Act of June 10, 1920 (41 Stat. 1063) and subject to the conditions and limitations of Section 24 of said Act, as amended by the Act of August 26, 1935, (49 Stat. 846)". (Southeast quarter of the Southeast quarter of Section 11.) (Parcel 4)

21. Easement for electric transmission line to Pacific Gas & Electric Company as disclosed by reservation in Patent recorded September 4, 1937 in Book 314 of Deeds, page 72. (Southeast quarter of the Southeast quarter of Section 11.) (Parcel 4)


22. Easement for gas mains and rights incident thereto, as granted to Arizona Public Service Company, by instrument recorded in Docket 2925 page 492, over the Southeast quarter of Section 11, EXCEPT the East 60 feet and the South 40 feet thereof; along the following described line: Beginning at a point on the East line approximately 1357 feet South of the North line; thence Westerly on a line parallel to and approximately 1357 feet South of the said North line a distance of approximately 148 feet; thence Southwesterly on a line to a point located approximately 296 feet West of the said East line and approximately 206 feet North of the South line; thence Southwesterly on a line to a point located approximately 390 feet West of the said East line and approximately 107 feet North of the South line; thence Westerly on a line parallel to and approximately 107 feet North of the said South line to a point located approximately 1022 feet West of the said East line; thence Southerly on a line parallel to and approximately 1022 feet West of the said East line to a point on the said South line. (Parcel 4)

23. Roadway as shown on map recorded in Book 12 of Road Maps, page 62, over the South 65 feet of Section 11. (Parcel 4)

24. Roadway as quitclaimed to Maricopa County by instrument recorded in Docket 2, page 214, over the North 7 feet of the South 40 feet of Section 11. (Parcel 4)

23. The provisions, exceptions and conditions as set forth and contained in the patents to said property.

IN WITNESS WHEREOF, the said Grantor has executed these presents on this, the 13th day of FEBRUARY, 1963.


JOHN M. JACOBS, Trustee under the
Last Will and Testament of HELLER
S. JACOBS, Deceased

STATE OF ARIZONA
County of Maricopa

ss.

On this, the 13th day of FEBRUARY, 1963, before me, the undersigned Notary Public, personally appeared JOHN M. JACOBS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My commission expires:

My Commission Expires Jan. 9, 1967.

01-DEED

34969

STATE OF ARIZONA
County of Maricopa
I hereby certify that the within instrument was filed and recorded in respect of Phoenix and listed in the
FEB 26 63 8 52 AM

Notary Public
My term expires
at 11:00 day and year aforesaid
at Phoenix Arizona


Notary Public

EXHIBIT "B"

- ITEM 1 - Quit Claim Deed, dated August 10, 1988, from Florence Margaret Delph, wife of Edwin K. Delph, dealing with her sole and separate property.
- ITEM 2 - Quit Claim Deed, dated August 10, 1988, from Jeanne J. Jones, formerly Jeanne Marie Zellmer, dealing with her sole and separate property.
- ITEM 3 - Quit Claim Deed, dated August 10, 1988, from The Valley National Bank of Arizona, as Trustee of Trust B, under the Last Will and Testament of John M. Jacobs, Deceased.
- ITEM 4 - Quit Claim Deed, dated August 20, 1988, from John Clayton Orth, dealing with his sole and separate property.
- ITEM 5 - Quit Claim Deed, dated August 24, 1988, from Susan Inez Orth, dealing with her sole and separate property.

All of the above Quit Claim Deeds are conveyances, to Thunderbird West Associates, of the reversionary rights as reserved in those Deeds contained in Exhibit "A" herein.

When recorded return to:
L. A. Manser, Esq.
Lewis and Roca
100 W. Washington Street
Phoenix, Arizona 85003

QUIT CLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are acknowledged, FLORENCE MARGARET DELPH, wife of Edwin K. Delph, dealing with her sole and separate property, hereby quit claims to THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership, all of her right, title, and interest in and to the following described property situated in Maricopa County, Arizona, including, but without limitation, any and all rights of reverter, possibilities of reverter, or other reversionary rights and interests (hereinafter referred to collectively as "reverter rights") set forth in Deed recorded in Docket 4476, beginning at page 491 thereof, records of the Recorder of Maricopa County, Arizona, and in Quit Claim Deed recorded in Docket 5293, beginning at page 230 thereof, records of the Recorder of Maricopa County, Arizona, as such reverter rights are applicable to the following described property:

All of that portion of the Interstate Highway 17 right of way, as described in deeds recorded in Docket 4476, beginning at page 491 thereof, and in Docket 5293, beginning at page 230 thereof, that lies within the East 1,010 feet of the South half of the Southeast quarter of the Southeast quarter of Section 11, Township 3 North, Range 2 East, G&SRB&M, Maricopa County, Arizona, EXCEPT the North 10 feet thereof.

EXECUTED AND DELIVERED this 10th day of August, 1988.

Florence Margaret Delph
Florence Margaret Delph

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me
this 10th day of August, 1988, by FLORENCE MARGARET DELPH.

Evelyn J. Lawrence
Notary Public

My commission expires:
My Commission Expires June 12, 1991

NO AFFIDAVIT REQUIRED; EXEMPT UNDER A.R.S. § 42-1614A4.

7316m*

EXHIBIT "B"
Page 1 of 6
IGA-88-15

When recorded return to:
L. A. Manser, Esq.
Lewis and Roca
100 W. Washington Street
Phoenix, Arizona 85003

QUIT CLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are acknowledged, JEANNE J. JONES, formerly Jeanne Marie Zellmer, dealing with her sole and separate property, hereby quit claims to THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership, all of her right, title, and interest in and to the following described property situated in Maricopa County, Arizona, including, but without limitation, any and all rights of reverter, possibilities of reverter, or other reversionary rights and interests (hereinafter referred to collectively as "reverter rights") set forth in Deed recorded in Docket 4476, beginning at page 491 thereof, records of the Recorder of Maricopa County, Arizona, and in Quit Claim Deed recorded in Docket 5293, beginning at page 230 thereof, records of the Recorder of Maricopa County, Arizona, as such reverter rights are applicable to the following described property:

All of that portion of the Interstate Highway 17 right of way, as described in deeds recorded in Docket 4476, beginning at page 491 thereof, and in Docket 5293, beginning at page 230 thereof, that lies within the East 1,010 feet of the South half of the Southeast quarter of the Southeast quarter of Section 11, Township 3 North, Range 2 East, G&SRB&M, Maricopa County, Arizona, EXCEPT the North 10 feet thereof.

EXECUTED AND DELIVERED this 10th day of August, 1988.

Jeanne J. Jones
Jeanne J. Jones

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me
this 10th day of August, 1988, by JEANNE J. JONES.

Earline J. [Signature]
Notary Public

My commission expires:
My Commission Expires June 12, 1991

NO AFFIDAVIT REQUIRED; EXEMPT UNDER A.R.S. § 42-1614M4.

7317m*

EXHIBIT "B"
Page 2 of 6
IGA-88-15

When recorded return to:
L. A. Manser, Esq.
Lewis and Roca
100 W. Washington Street
Phoenix, Arizona 85003

QUIT CLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are acknowledged, THE VALLEY NATIONAL BANK OF ARIZONA, as Trustee of Trust B under the Last Will and Testament of John M. Jacobs, Deceased, hereby quit claims to THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership, all of its right, title, and interest in and to the following described property situated in Maricopa County, Arizona, including, but without limitation, any and all rights of reverter, or other reversionary rights and interests (hereinafter referred to collectively as "reverter rights") set forth in Deed recorded in Docket 4476, beginning at page 491 thereof, records of the Recorder of Maricopa County, Arizona, and in Quit Claim Deed recorded in Docket 5293, beginning at page 230 thereof, records of the Recorder of Maricopa County, Arizona, as such reverter rights are applicable to the following described property:

All of that portion of the Interstate Highway 17 right of way, as described in deeds recorded in Docket 4476, beginning at page 491 thereof, and in Docket 5293, beginning at page 230 thereof, that lies within the East 1,010 feet of the South half of the Southeast quarter of the Southeast quarter of Section 11, Township 3 North, Range 2 East, G&SRB&M, Maricopa County, Arizona, EXCEPT the North 10 feet thereof.

The names and addresses of the beneficiaries of Trust B are as follows:

Florence Margaret Delph
c/o Edwin K. Delph
2401 West Peoria Avenue
Phoenix, Arizona 85029

Jeanne J. Jones
21003 Desert Sands Drive
Sun City West, Arizona 85375

John Clayton Orth
P. O. Box 11667
Phoenix, Arizona 85061

Susan Inez Orth
6176 North 28th Place
Phoenix, Arizona 85016.

EXECUTED AND DELIVERED this 10th day of August, 1988.

THE VALLEY NATIONAL BANK OF
ARIZONA, as Trustee of Trust
B under the Last Will and
Testament of John M. Jacobs,
Deceased

By Wm. E. Manser
Its Vice President

NO AFFIDAVIT REQUIRED; EXEMPT UNDER A.R.S. § 42-1614A4.

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me
this 10th day of August, 1988, by Arnold J. Hill,
the Vice President of THE VALLEY NATIONAL BANK OF
ARIZONA, as Trustee of Trust B under the Last Will and
Testament of John M. Jacobs, Deceased.

Ernest J. Hill
Notary Public

My commission expires: June 12, 1991

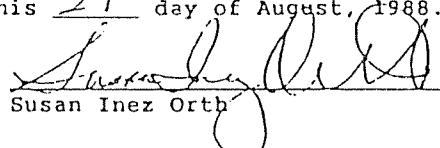
When recorded return to:
L. A. Manser, Esq.
Lewis and Roca
100 W. Washington Street
Phoenix, Arizona 85003

QUIT CLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are acknowledged, SUSAN INEZ ORTH, dealing with her sole and separate property, hereby quit claims to THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership, all of her right, title, and interest in and to the following described property situated in Maricopa County, Arizona, including, but without limitation, any and all rights of reverter, possibilities of reverter, or other reversionary rights and interests (hereinafter referred to collectively as "reverter rights") set forth in Deed recorded in Docket 4476, beginning at page 491 thereof, records of the Recorder of Maricopa County, Arizona, and in Quit Claim Deed recorded in Docket 5293, beginning at page 230 thereof, records of the Recorder of Maricopa County, Arizona, as such reverter rights are applicable to the following described property:

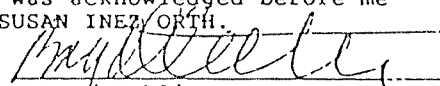
All of that portion of the Interstate Highway 17 right of way, as described in deeds recorded in Docket 4476, beginning at page 491 thereof, and in Docket 5293, beginning at page 230 thereof, that lies within the East 1,010 feet of the South half of the Southeast quarter of the Southeast quarter of Section 11, Township 3 North, Range 2 East, G&SRB&M, Maricopa County, Arizona, EXCEPT the North 10 feet thereof.

EXECUTED AND DELIVERED this 24 day of August, 1988.


Susan Inez Orth

STATE OF ARIZONA)
) ss.
County of Maricopa)

this 24 The foregoing instrument was acknowledged before me
day of August, 1988, by SUSAN INEZ ORTH.


Notary Public

My commission expires:

My Commission Expires Oct 17, 1990

NO AFFIDAVIT REQUIRED; EXEMPT UNDER A.R.S. 42-1614A4.

7319m*

EXHIBIT "B"
Page 5 of 6
IGA-88-15

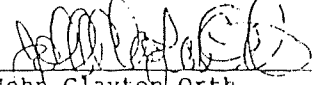
When recorded return to:
L. A. Manser, Esq.
Lewis and Roca
100 W. Washington Street
Phoenix, Arizona 85003

QUIT CLAIM DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are acknowledged, JOHN CLAYTON ORTH, dealing with his sole and separate property, hereby quit claims to THUNDERBIRD WEST ASSOCIATES, an Arizona general partnership, all of his right, title, and interest in and to the following described property situated in Maricopa County, Arizona, including, but without limitation, any and all rights of reverter, possibilities of reverter, or other reversionary rights and interests (hereinafter referred to collectively as "reverter rights") set forth in Deed recorded in Docket 4476, beginning at page 491 thereof, records of the Recorder of Maricopa County, Arizona, and in Quit Claim Deed recorded in Docket 5293, beginning at page 230 thereof, records of the Recorder of Maricopa County, Arizona, as such reverter rights are applicable to the following described property:

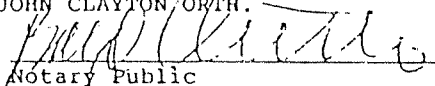
All of that portion of the Interstate Highway 17 right of way, as described in deeds recorded in Docket 4476, beginning at page 491 thereof, and in Docket 5293, beginning at page 230 thereof, that lies within the East 1,010 feet of the South half of the Southeast quarter of the Southeast quarter of Section 11, Township 3 North, Range 2 East, G&SRB&M, Maricopa County, Arizona, EXCEPT the North 10 feet thereof.

EXECUTED AND DELIVERED this 20 day of August, 1988.


John Clayton Orth

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 20 day of August, 1988, by JOHN CLAYTON ORTH.


Notary Public

My commission expires:

My Commission Expires Oct. 17, 1991

NO AFFIDAVIT REQUIRED; EXEMPT UNDER A.R.S. § 42-1614A4.

7318m*

EXHIBIT "B"
Page 6 of 6
IGA-88-15

EXHIBIT "C"

Reduced copy of a plat illustrating the right of way that is to be abandoned by ADOT. The information shown on this plat is subject to possible minor modifications that may be necessary due to design considerations.

R/W ABANDONMENT MAP THUNDERBOLT ROAD & I-17

LEGAL DESCRIPTION

A parcel of land located in the South half of the Southeast quarter of Section 11, Township 35N, Range 12E, and Meridian 1W, Multnomah County, Oregon, and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 11;
 Thence South 84° 11' West along the south line of said Section 11, a distance of 48.00 feet to a point, said point being a point of intersection with the median centerline of Interstate Highway 17;
 Thence continuing South 84° 11' West along the south line of said Section 11, a distance of 141.00 feet;
 Thence South 09° 27' 49" West a distance of 33.25 feet to the POINT OF BEGINNING;
 Thence North 09° 27' 49" West a distance of 118.00 feet;
 Thence North 84° 38' East a distance of 341.11 feet;
 Thence North 84° 41' East a distance of 139.46 feet;
 Thence North 84° 35' 09" East a distance of 397.87 feet;
 Thence South 84° 34' 31" West a distance of 70.10 feet to a point hereinafter referred to as Point "A";
 Thence South 09° 27' 49" West a distance of 126.43 feet;
 Thence along a curve to the right, bearing a radius of 183.04 feet, through a central angle of 79° 33' 54", a distance of 213.33 feet;
 Thence North 84° 34' 43" West a distance of 447.18 feet to a point hereinafter referred to as Point "B"; and
 Thence South 84° 34' 11" West a distance of 111.18 feet to the TRUE POINT OF BEGINNING.

Containing an area of 2.52 acres, more or less.

The above described parcel of land shall have no right of easement or access to the adjacent portions of the property and the boundaries and the location of the parcel shall be as shown on the map and the location of the parcel shall be as shown on the map and the location of the parcel shall be as shown on the map.

Beginning at the intersection of the line of said Section 11 and the line of said Section 12, and running South 84° 11' West along the south line of said Section 11, a distance of 48.00 feet to a point, said point being a point of intersection with the median centerline of Interstate Highway 17; and then continuing South 84° 11' West along the south line of said Section 11, a distance of 141.00 feet to the POINT OF BEGINNING.

Thence South 09° 27' 49" West a distance of 33.25 feet to the POINT OF BEGINNING.

Thence North 09° 27' 49" West a distance of 118.00 feet;

Thence North 84° 38' East a distance of 341.11 feet;

Thence North 84° 41' East a distance of 139.46 feet;

Thence North 84° 35' 09" East a distance of 397.87 feet;

Thence South 84° 34' 31" West a distance of 70.10 feet to a point hereinafter referred to as Point "A";

Thence South 09° 27' 49" West a distance of 126.43 feet;

Thence along a curve to the right, bearing a radius of 183.04 feet, through a central angle of 79° 33' 54", a distance of 213.33 feet;

Thence North 84° 34' 43" West a distance of 447.18 feet to a point hereinafter referred to as Point "B"; and

Thence South 84° 34' 11" West a distance of 111.18 feet to the TRUE POINT OF BEGINNING.

Containing an area of 2.52 acres, more or less.

The above described parcel of land shall have no right of easement or access to the adjacent portions of the property and the boundaries and the location of the parcel shall be as shown on the map and the location of the parcel shall be as shown on the map.

Beginning at the intersection of the line of said Section 11 and the line of said Section 12, and running South 84° 11' West along the south line of said Section 11, a distance of 48.00 feet to a point, said point being a point of intersection with the median centerline of Interstate Highway 17; and then continuing South 84° 11' West along the south line of said Section 11, a distance of 141.00 feet to the POINT OF BEGINNING.

Thence South 09° 27' 49" West a distance of 33.25 feet to the POINT OF BEGINNING.

Thence North 09° 27' 49" West a distance of 118.00 feet;

Thence North 84° 38' East a distance of 341.11 feet;

Thence North 84° 41' East a distance of 139.46 feet;

Thence North 84° 35' 09" East a distance of 397.87 feet;

Thence South 84° 34' 31" West a distance of 70.10 feet to a point hereinafter referred to as Point "A";

Thence South 09° 27' 49" West a distance of 126.43 feet;

Thence along a curve to the right, bearing a radius of 183.04 feet, through a central angle of 79° 33' 54", a distance of 213.33 feet;

Thence North 84° 34' 43" West a distance of 447.18 feet to a point hereinafter referred to as Point "B"; and

Thence South 84° 34' 11" West a distance of 111.18 feet to the TRUE POINT OF BEGINNING.

Containing an area of 2.52 acres, more or less.

The above described parcel of land shall have no right of easement or access to the adjacent portions of the property and the boundaries and the location of the parcel shall be as shown on the map and the location of the parcel shall be as shown on the map.

Beginning at the intersection of the line of said Section 11 and the line of said Section 12, and running South 84° 11' West along the south line of said Section 11, a distance of 48.00 feet to a point, said point being a point of intersection with the median centerline of Interstate Highway 17; and then continuing South 84° 11' West along the south line of said Section 11, a distance of 141.00 feet to the POINT OF BEGINNING.

Thence South 09° 27' 49" West a distance of 33.25 feet to the POINT OF BEGINNING.

Thence North 09° 27' 49" West a distance of 118.00 feet;

Thence North 84° 38' East a distance of 341.11 feet;

Thence North 84° 41' East a distance of 139.46 feet;

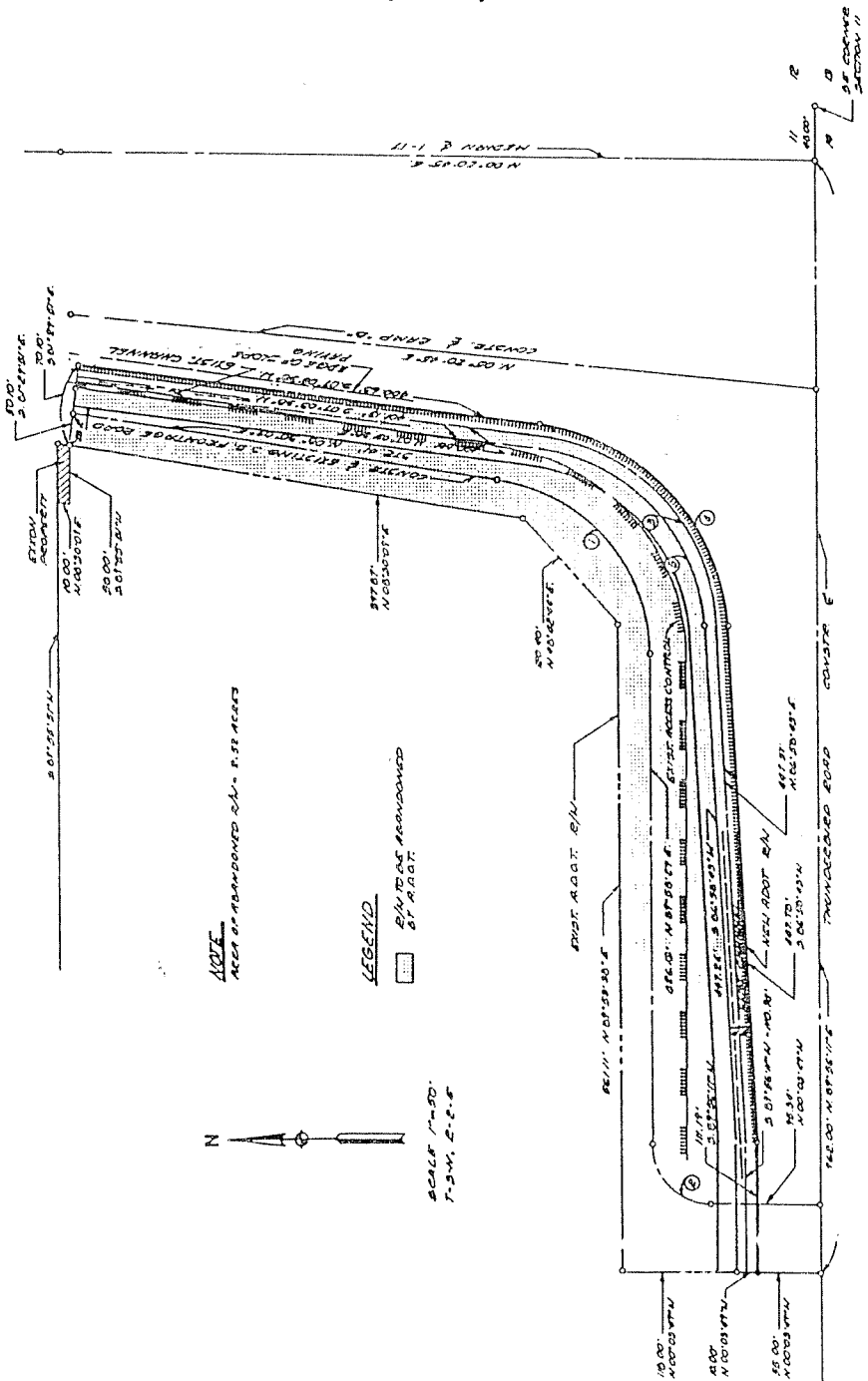
Thence North 84° 35' 09" East a distance of 397.87 feet;

Thence South 84° 34' 31" West a distance of 70.10 feet to a point hereinafter referred to as Point "A";

Thence South 09° 27' 49" West a distance of 126.43 feet;

Thence along a curve to the right, bearing a radius of 183.04 feet, through a central angle of 79° 33' 54", a distance of 213.33 feet;

DATE	FILE	PROJECT NO.	SHEET NO.
9			11



RSC		RSC	
DATE	10/10/88	DATE	10/10/88
BY	JOHN L. RSC	BY	JOHN L. RSC
CHECKED		CHECKED	
APPROVED		APPROVED	
FOR THE REGIONAL ENGINEER		FOR THE REGIONAL ENGINEER	
MULTNOMAH COUNTY		MULTNOMAH COUNTY	
PROJECT NO.		PROJECT NO.	
SHEET NO.		SHEET NO.	

DATE	FILE	PROJECT NO.	SHEET NO.
9			11

EXHIBIT "D"

Proposed Quitclaim Deed from State to Thunderbird.

Thence North 89° 53' 38" East a distance of 561.11 feet;
Thence North 48° 42' 44" East a distance of 120.40 feet;
Thence North 08° 30' 09" East a distance of 397.87 feet;
Thence South 81° 29' 51" East a distance of 70.10 feet to a point hereinafter referred to as Point "A";
Thence South 07° 03' 38" West a distance of 400.63 feet;
Thence along a curve to the right, having a radius of 183.06 feet, through a central angle of 79° 55' 06", a distance of 255.33 feet;
Thence South 86° 58' 43" West a distance of 447.78 feet to a point hereinafter referred to as Point "B"; and
Thence South 89° 56' 11" West a distance of 111.19 feet to the TRUE POINT OF BEGINNING.
Comprising an area of approximately 2.52 acres, more or less.

THAT the above parcel of land shall have no right or easement of access to the relocated southbound frontage road and/or the main roadways of Interstate Highway 17; therefore, access is hereby denied along the east and the majority of the south courses, of the above described parcel, said courses are described as follows:

Beginning at the aforementioned Point "A" as previously referenced in the above description;

Thence South 07° 03' 38" West a distance of 400.63 feet;

Thence along a curve to the right, having a radius of 183.06 feet, through a central angle of 79° 55' 06", a distance of 255.33 feet; and

Thence South 86° 58' 43" West a distance of 447.78 feet to the aforementioned Point "B" and the Point of Ending of this line description.

THAT the GRANTOR and the GRANTEE acknowledge that: (1) the purpose of this instrument is to document the relocated right of way line of Interstate Highway 17; (2) pursuant to Arizona Revised Statutes Section 28-1864, the GRANTOR hereby affirms that the aforementioned Resolution of Abandonment vacated the State's interest to the real property, as described herein; (3) this instrument further supports the GRANTEE'S claim to the reversionary estate interest, as set forth in the GRANTOR'S vesting instruments, recorded in Docket 4476, Page 491-499 and Docket 5293, Page 230-231, and the GRANTEE'S instruments recorded as Document Numbers 88-437031 through 88-437035 in the official records of Maricopa County; and (4) the GRANTEE hereby affirms entitlement to the reversionary estate interest and further affirms that the GRANTOR is hereby relieved of any and all responsibilities that may result by virtue of the GRANTOR executing this instrument.

IN WITNESS WHEREOF this instrument has been jointly executed by the GRANTOR and the GRANTEE on this ____ day of _____, 19____.

THUNDERBIRD WEST ASSOCIATES, an
Arizona general partnership

STATE OF ARIZONA, by and through its
Department of Transportation

By: _____
Calvin C. Hahn
A General Partner

By: _____
Charles L. Miller, Director
Arizona Department of Transportation

By: _____
Charles C. Hahn, III
A General Partner

A C K N O W L E D G E M E N T S

State of _____)
County of _____) ss.

This instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 19 _____, by _____

My Commission Expires: _____ Notary Public

State of _____)
County of _____) ss.

This instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 19 _____, by _____

My Commission Expires: _____ Notary Public

State of _____)
County of _____) ss.

This instrument was acknowledged before me, the undersigned Notary Public, this _____ day of _____, 19 _____, by _____

My Commission Expires: _____ Notary Public

EXHIBIT "E"

The post-design requirements as provided by ADOT.

EXHIBIT "E"

1. The Consultant shall support the Contracts and Specifications process after completion of the Final II submittal leading to the complete bid documents as follows:

a. Answer questions relative to the plans, quantities and special provisions.

b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.

2. The Consultant shall, prior to the prebid conference, be prepared to walk the project with the assigned ADOT Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the prebid conference, if one is scheduled, and respond to questions related to the plans, details, and special provisions.

3. The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned ADOT Resident Construction Engineer, or questions developed in the prebid conference, or conditions discovered by bidders during the bid period.

4. The Consultant may be requested to prepare an analysis of the construction contract bids. The analysis could address any questions concerning quantities, the review of and recommendations for alternatives, and the ranking of the bidders based on factors available in the bids.

5. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction.

6. The Consultant shall review and approve shop drawings, erection procedure plans and falsework and formwork details, provide screed elevations and build-up dimensions for bridge deck construction, review proposals for substitutions, develop change orders, and provide other engineering services required to facilitate construction of the project.

7. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review and updating of design plans.

8. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

EXHIBIT "F"

Legal Description of designated area to be abandoned.

LEGAL DESCRIPTION

A parcel of land located in the South half of the Southeast quarter of the Southeast quarter (S1/2 SE1/4 SE1/4) of Section 11, Township 3 North, Range 2 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona and being more particularly described as follows:

Commencing at the Southeast Corner of said Section 11;

Thence South 89° 56' 11" West along the south line of said Section 11, a distance of 48.00 feet to a point, said Point being a point of intersection with the median centerline of Interstate Highway 17;

Thence continuing South 89° 56' 11" West along the south line of said Section 11, a distance of 962.00 feet;

Thence North 00° 03' 49" West a distance of 55.00 feet to the POINT OF BEGINNING;

Thence North 00° 03' 49" West a distance of 118.00 feet;

Thence North 89° 53' 38" East a distance of 561.11 feet;

Thence North 48° 42' 44" East a distance of 120.40 feet;

Thence North 08° 30' 09" East a distance of 397.87 feet;

Thence South 81° 29' 51" East a distance of 70.10 feet to a point hereinafter referred to as Point "A";

Thence South 07° 03' 38" West a distance of 400.63 feet;

Thence along a curve to the right, having a radius of 183.06 feet, through a central angle of 79° 55' 06", a distance of 255.33 feet;

Thence South 86° 58' 43" West a distance of 447.78 feet to a point hereinafter referred to as Point "B"; and

Thence South 89° 56' 11" West a distance of 111.19 feet to the TRUE POINT OF BEGINNING.

Containing an area of 2.52 acres, more or less.

The above described parcel of land shall have no right or easement of access to the relocated southbound frontage road and/or the main roadways of Interstate Highway 17; therefore, access is hereby denied along the east and the majority of the south courses of the above described Parcel, said courses are described as follows:

Beginning at the aforementioned Point "A" as previously referenced in the above description;

Thence South 07° 03' 38" West a distance of 400.63 feet;

Thence along a curve to the right, having a radius of 183.06 feet, through a central angle of $79^{\circ} 55' 06''$, a distance of 255.33 feet; and

Thence South $86^{\circ} 58' 43''$ West a distance of 447.78 feet to the aforementioned Point "B" as previously referenced in the above description and the Point of Ending of this line description.